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 Attorneys for Plaintiff
 Norca Industrial, LLC

IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

NORCA INDUSTRIAL, LLC, a New York
 Limited Liability Company,

Plaintiff,

v.

ROBERT WREN, an individual; PRIMROSE
 METALS, INC., a California corporation;
 RICHARD RAYBIN, an individual; LIFETIME
 CAPITAL GROUP, an unknown entity;
 VICTORIA PICCOLOTTI, an individual;
 PRIMROSE ALLOYS, INC., a California
 corporation, CRAIG YARDE, an individual;
 STEVE SONG, an individual

Defendants.

NO. C 07 3425 WHA

**STIPULATION OF DISMISSAL
 WITH PREJUDICE AS TO
 DEFENDANTS PRIMROSE
 METALS, INC., RICHARD
 RAYBIN AND LIFETIME
 CAPITAL GROUP**

WHEREAS, the undersigned parties have reached an agreement settling the dispute which
 forms the subject of this action (the "Agreement"); and

WHEREAS, the Agreement provides, among other things, that this action shall be
 dismissed with prejudice, with each party to bear its own attorneys' fees and costs, and that this
 Court shall retain jurisdiction to interpret and enforce the Agreement, and to resolve any disputes

1 arising with respect to the performance or non-performance by the parties of their obligations
2 under the Agreement;

3 NOW THEREFORE, IT IS HEREBY STIPULATED by and between plaintiff Norca
4 Industrial LLC and defendants Primrose Metals, Inc., Richard Raybin and Lifetime Capital Group,
5 by and through their counsel of record, that the above-captioned action be dismissed with
6 prejudice solely as to defendants Primrose Metals, Inc., Richard Raybin and Lifetime Capital
7 Group pursuant to Federal Rules of Civil Procedure, Rule 41(a)(1), with each party to bear its/his
8 own costs and attorneys' fees.

9 IT IS HEREBY FURTHER STIPULATED that the Hon. William H. Alsup, or such other
10 District Judge or Magistrate Judge who may be assigned to the case, shall retain exclusive
11 jurisdiction to interpret and enforce each and every provision of the Agreement, and to adjudicate
12 any disputes relating to the performance or non-performance by any party to the Agreement of
13 its/his obligations under the Agreement, and for all other purposes relating to the Agreement.

14
15 DATED: August 21, 2007

PHILLIPS, ERLEWINE & GIVEN LLP

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17 By: 

R. SCOTT ERLEWINE

Attorneys for Plaintiff NORCA INDUSTRIAL LLC

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20 DATED: August 10, 2007

CARR & FERRELL LLP

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22 By: 

STUART C. CLARK

Attorneys for Defendants Primrose Metals, Inc.,
Richard Raybin and Lifetime Capital Group

23
24 IT IS SO ORDERED.

25
26 DATED: _____

27
28 UNITED STATES DISTRICT JUDGE